



Enbridge Gas Inc.  
50 Keil Drive North  
Chatham, Ontario, Canada  
N7M 5M1

November 14, 2022

Ms. Nancy Marconi  
Registrar  
Ontario Energy Board  
2300 Yonge Street, 27<sup>th</sup> Floor  
Toronto, ON M4P 1E4

Dear Ms. Marconi:

**Re: Enbridge Gas Inc.  
Application for Approval of Franchise Agreement - Regional Municipality of Halton  
Ontario Energy Board File No. EB-2022-0238**

Further to the request by Ontario Energy Board Staff, attached are the following:

- the 1954 transmission franchise agreement (with signatures redacted) with the County of Halton (now the Regional Municipality of Halton); and
- the executed 2003 bylaw and franchise agreement (with signatures redacted) allowing for the distribution and storage of natural gas in the Regional Municipality of Halton.

Confidential copies of the 1954 executed franchise agreement, By-Law 91-03 and the 2003 executed franchise agreement with original signatures will be submitted under separate cover.

Should you have any questions on this submission, please do not hesitate to contact me.

Yours truly,

Patrick McMahon  
Technical Manager  
Regulatory Research and Records  
[patrick.mcmahon@enbridge.com](mailto:patrick.mcmahon@enbridge.com)  
(519) 436-5325

Encl.

AGREEMENT made in duplicate this 13 day of <sup>april</sup> ~~March~~, A.D. 1954.

B E T W E E N:

THE CORPORATION OF THE COUNTY OF HALTON,  
hereinafter called "the Municipality"

- OF THE FIRST PART -

A N D

UNION GAS COMPANY OF CANADA, LIMITED,  
hereinafter called "the Company"

- OF THE SECOND PART -

WHEREAS the Company has requested the Municipality to grant to it and its successors and assigns, a franchise or right of passing through the Municipality for the purpose of constructing, using and operating a line or lines and works for the transmission through the Municipality of gas not intended to be distributed from the said line or lines in the Municipality other than to any Company, Municipal Corporation, Board or Commission engaged in the transmission and/or distribution of gas.

AND WHEREAS the Municipality has by By-law passed on the 13 day of <sup>april</sup> ~~March~~, A.D. 1954, granted the said Franchise from and after the execution of this Agreement and has authorized and empowered the Warden and Clerk of the said Municipality to execute this Agreement and to affix the corporate seal thereto.

NOW THEREFORE THIS INDENTURE made in consideration of the premises and of the performance of the covenants and obligations hereinafter contained on the part of the Company WITNESSETH as follows:-

1. The Municipality does hereby grant, confer and assure unto the Company, its successors and assigns, full right, power, permission and consent to enter upon, use and occupy the highways of or under the jurisdiction of the Municipality to survey, construct, lay, maintain, inspect, alter, repair, renew, remove, replace, reconstruct, use and operate in, through, upon, under, along and across the same or any of them, a pipe line or pipe lines with any and all connections, apparatus, appliances and attachments, including attachments for cathodic protection, necessary or incidental thereto and to a system for the purpose of passing through the Municipality and transmitting gas which is not intended to be distributed from the said line or lines in the said Municipality other than to any Company, Municipal Corporation, Board or Commission engaged in the transmission and/or distribution of gas.

2. The said line or lines shall be laid along or across the said highways in accordance with standard pipe line construction and under the supervision of the Engineer for the time being of the Municipality or such other officer as may from time to time be appointed by the Council of the Municipality for that purpose. For each such road crossing the Company will pay the Municipality a lump sum payment of Fifty (\$50.00) Dollars per crossing so soon as the said line or lines shall be placed into actual use for the transmission of gas.

3. The said line or lines shall be placed underground so far as is practical and if required by the Engineer of the Municipality shall be located along the sides of the said highways except where it shall be necessary to cross a highway and shall be so constructed as not to obstruct or interfere with the use of the highway or with any drains, ditches, bridges, culverts or other works or improvements thereon or therein.

4. In the event that the Municipality, in pursuance of its statutory powers, shall deem it expedient to alter the construction of any highway or of any municipal drain, ditch, bridge, culvert or other works or improvements thereon or therein and in the course thereof, it shall become necessary to have the Company make changes in its line or lines or works in order to facilitate the work of the Municipality, then upon receipt of reasonable notice in writing from the Engineer of the Municipality specifying the change desired, the Company shall at its own expense change its line or lines or works at the point specified.

5. The Company shall construct, repair and replace any such line or lines or works with all reasonable expedition so that the highways shall not be torn up or obstructed for any unnecessary length of time and upon the construction, repairing and replacing of any such line or lines or works or the taking up of any of the same or the moving of any of the same from place to place in a highway, the highway shall, with all reasonable expedition, be restored to its proper level and grade and left in as safe and good a state of repair as it was before it was entered upon or opened, and to the satisfaction of the said Engineer.

6. The Company shall indemnify and save harmless the Municipality against all loss, costs, damages and expenses which the Municipality may bear, suffer or be put to by reason of or in consequence of any negligence or default on the part of the Company in the construction, operation or maintenance of the said line or lines and/or works or in the

doing of anything by the Company under the powers conferred upon it by the By-law above referred to or in the failure of the Company to observe or perform the obligations imposed upon it by the said By-law.

7. The rights and privileges hereby granted shall continue and remain in force for a period of twenty years from the date hereof and so long thereafter as the said line or lines are in actual use for the transmission of gas.

8. In this Agreement and in the By-law above referred to,

- (a) the word "Engineer" shall mean the Engineer for the time being of the Municipality or such other officer as may be appointed from time to time by the Council of the Municipality in his stead.
- (b) the word "highway" shall mean a common or public highway and include a road, bridge and any other structure incidental thereto, now or at any time during the term of this Agreement under the jurisdiction of the Municipality.
- (c) the word "Municipality" shall mean the County of Halton as presently constituted or as it may from time to time be constituted during the term of this Agreement.

9. This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals duly attested by the hands of their proper signing Officers in that behalf.

THE CORPORATION OF THE COUNTY OF HALTON

[Original Signed By]

\_\_\_\_\_  
Warden.

[Original Signed By]

\_\_\_\_\_  
Clerk.

UNION GAS COMPANY OF CANADA, LIMITED

[Original Signed By]

\_\_\_\_\_  
Vice-President and General Manager.

[Original Signed By]

\_\_\_\_\_  
Secretary.

APPROVED AS TO FORMS  
[Signature]  
[Stamp]

THE REGIONAL MUNICIPALITY OF HALTON

BY-LAW NO. 91-03

A BY-LAW TO AUTHORIZE THE ENTERING INTO OF A FRANCHISE AGREEMENT FOR THE RIGHT TO DISTRIBUTE GAS AND UTILIZE REGIONAL ROAD RIGHTS-OF-WAY WITHIN THE MUNICIPALITY, BETWEEN THE REGIONAL MUNICIPALITY OF HALTON AND UNION GAS LIMITED.

WHEREAS the Ontario Energy Board, by its Order issued pursuant to the *Municipal Franchises Act*, R.S.O. 1990, c. M.55, on the 30th day of April, 2003, has approved the terms and conditions upon which and the period for which the franchise provided for in the Franchise Agreement is proposed to be granted, and had declared and directed that the assent of the municipal electors in respect of this By-law is not necessary.

AND WHEREAS Council of The Regional Municipality of Halton deems it expedient to enter into the attached Franchise Agreement with Union Gas Limited.

NOW THEREFORE THE COUNCIL OF THE REGIONAL MUNICIPALITY OF HALTON HEREBY ENACTS AS FOLLOWS:

1. THAT the Franchise Agreement between The Regional Municipality of Halton and Union Gas Limited, attached hereto and forming part of this By-law, is hereby authorized and the franchise provided for therein is hereby granted.
2. THAT the Regional Chairman and Regional Clerk be authorized to sign any and all ancillary documents that may be required.
3. THAT this By-law comes into force on the day it is passed.

READ and PASSED this 25th day of June, 2003. [Original Signed By]

REGIONAL CHAIRMAN

[Original Signed By]

REGIONAL CLERK

CERTIFIED A TRUE COPY  
REGIONAL MUNICIPALITY OF HALTON

[Original Signed By]

Tina Agnello Regional Clerk

## **2000 Model Franchise Agreement**

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THIS AGREEMENT effective this 25 day of JUNE, 2003.

BETWEEN:

**REGIONAL MUNICIPALITY OF HALTON**

hereinafter called the "Corporation"

- and -



**uniongas**

**LIMITED**

hereinafter called the "Gas Company"

WHEREAS the Gas Company desires to distribute and store gas in the Municipality upon the terms and conditions of this Agreement;

AND WHEREAS by by-law passed by the Council of the Corporation (the "By-law"), the duly authorized officers have been authorized and directed to execute this Agreement on behalf of the Corporation;

THEREFORE the Corporation and the Gas Company agree as follows:

### **Part I - Definitions**

#### **1. In this Agreement**

- (a) "decommissioned" and "decommissions" when used in connection with parts of the gas system, mean any parts of the gas system taken out of active use and purged in accordance with the applicable CSA standards and in no way affects the use of the term 'abandoned' pipeline for the purposes of the *Assessment Act*;
- (b) "Engineer/Road Superintendent" means the most senior individual employed by the Corporation with responsibilities for highways within the Municipality or the person designated by such senior employee or such other



person as may from time to time be designated by the Council of the Corporation;

- (c) "gas" means natural gas, manufactured gas, synthetic natural gas, liquefied petroleum gas or propane-air gas, or a mixture of any of them, but does not include a liquefied petroleum gas that is distributed by means other than a pipeline;
- (d) "gas system" means such mains, plants, pipes, conduits, services, valves, regulators, curb boxes, stations, drips or such other equipment as the Gas Company may require or deem desirable for the distribution and storage of gas in or through the Municipality;
- (e) "highway" means all common and public highways and shall include any bridge, viaduct or structure forming part of a highway, and any public square, road allowance or walkway and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the Corporation;
- (f) "Model Franchise Agreement" means the form of agreement which the Ontario Energy Board uses as a standard when considering applications under the *Municipal Franchises Act*. The Model Franchise Agreement may be changed from time to time by the Ontario Energy Board;
- (g) "Municipality" means the territorial limits of the Corporation on the date when this Agreement takes effect, and any territory which may thereafter be brought within the jurisdiction of the Corporation;
- (h) "Plan" means the plan described in Paragraph 5 of this Agreement required to be filed by the Gas Company with the Engineer/Road Superintendent prior to commencement of work on the gas system; and
- (i) whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

## **Part II - Rights Granted**

### **2. To provide gas service**

The consent of the Corporation is hereby given and granted to the Gas Company to distribute and store gas in and through the Corporation and to the inhabitants of those local or lower tier municipalities within the Municipality from which the Gas Company has a valid franchise agreement for that purpose.

**3. To Use Highways**

Subject to the terms and conditions of this Agreement the consent of the Corporation is hereby given and granted to the Gas Company to enter upon all highways now or at any time hereafter under the jurisdiction of the Corporation and to lay, construct, maintain, replace, remove, operate and repair a gas system for the distribution and storage of gas in and through the Municipality.

**4. Duration of Agreement and Renewal Procedures**

- (a) If the Corporation has not previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law.

or

- (b) If the Corporation has previously received gas distribution services, the rights hereby given and granted shall be for a term of 20 years from the date of final passing of the By-law provided that, if during the 20 year term of this Agreement, the Model Franchise Agreement is changed, then on the 7<sup>th</sup> anniversary and on the 14<sup>th</sup> anniversary of the date of the passing of the By-law, this Agreement shall be deemed to be amended to incorporate any changes in the Model Franchise Agreement in effect on such anniversary dates. Such deemed amendments shall not apply to alter the 20 year term.
- (c) At any time within two years prior to the expiration of this Agreement, either party may give notice to the other that it desires to enter into negotiations for a renewed franchise upon such terms and conditions as may be agreed upon. Until such renewal has been settled, the terms and conditions of this Agreement shall continue, notwithstanding the expiration of this Agreement. This shall not preclude either party from applying to the Ontario Energy Board for a renewal of the Agreement pursuant to section 10 of the *Municipal Franchises Act*.

**Part III – Conditions**

**5. Approval of Construction**

- (a) The Gas Company shall not undertake any excavation, opening or work which will disturb or interfere with the surface of the travelled portion of any highway unless a permit therefore has first been obtained from the Engineer/Road Superintendent and all work done by the Gas Company shall be to his satisfaction.



- (b) Prior to the commencement of work on the gas system, or any extensions or changes to it (except service laterals which do not interfere with municipal works in the highway), the Gas Company shall file with the Engineer/Road Superintendent a Plan, satisfactory to the Engineer/Road Superintendent, drawn to scale and of sufficient detail considering the complexity of the specific locations involved, showing the highways in which it proposes to lay its gas system and the particular parts thereof it proposes to occupy.
- (c) The Plan filed by the Gas Company shall include geodetic information for a particular location:
  - (i) where circumstances are complex, in order to facilitate known projects, including projects which are reasonably anticipated by the Engineer/Road Superintendent, or
  - (ii) when requested, where the Corporation has geodetic information for its own services and all others at the same location.
- (d) The Engineer/Road Superintendent may require sections of the gas system to be laid at greater depth than required by the latest CSA standard for gas pipeline systems to facilitate known projects or to correct known highway deficiencies.
- (e) Prior to the commencement of work on the gas system, the Engineer/Road Superintendent must approve the location of the work as shown on the Plan filed by the Gas Company, the timing of the work and any terms and conditions relating to the installation of the work.
- (f) In addition to the requirements of this Agreement, if the Gas Company proposes to affix any part of the gas system to a bridge, viaduct or other structure, if the Engineer/Road Superintendent approves this proposal, he may require the Gas Company to comply with special conditions or to enter into a separate agreement as a condition of the approval of this part of the construction of the gas system.
- (g) Where the gas system may affect a municipal drain, the Gas Company shall also file a copy of the Plan with the Corporation's Drainage Superintendent for purposes of the *Drainage Act*, or such other person designated by the Corporation as responsible for the drain.
- (h) The Gas Company shall not deviate from the approved location for any part of the gas system unless the prior approval of the Engineer/Road Superintendent to do so is received.
- (i) The Engineer/Road Superintendent's approval, where required throughout this Paragraph, shall not be unreasonably withheld.

- (j) The approval of the Engineer/Road Superintendent is not a representation or warranty as to the state of repair of the highway or the suitability of the highway for the gas system.

**6. As Built Drawings**

The Gas Company shall, within six months of completing the installation of any part of the gas system, provide two copies of "as built" drawings to the Engineer/Road Superintendent. These drawings must be sufficient to accurately establish the location, depth (measurement between the top of the gas system and the ground surface at the time of installation) and distance of the gas system. The "as built" drawings shall be of the same quality as the Plan and, if the approved pre-construction plan included elevations that were geodetically referenced, the "as built" drawings shall similarly include elevations that are geodetically referenced. Upon the request of the Engineer/Road Superintendent, the Gas Company shall provide one copy of the drawings in an electronic format and one copy as a hard copy drawing.

**7. Emergencies**

In the event of an emergency involving the gas system, the Gas Company shall proceed with the work required to deal with the emergency, and in any instance where prior approval of the Engineer/Road Superintendent is normally required for the work, the Gas Company shall use its best efforts to immediately notify the Engineer/Road Superintendent of the location and nature of the emergency and the work being done and, if it deems appropriate, notify the police force, fire or other emergency services having jurisdiction. The Gas Company shall provide the Engineer/Road Superintendent with at least one 24 hour emergency contact for the Gas Company and shall ensure the contacts are current.

**8. Restoration**

The Gas Company shall well and sufficiently restore, to the reasonable satisfaction of the Engineer/Road Superintendent, all highways, municipal works or improvements which it may excavate or interfere with in the course of laying, constructing, repairing or removing its gas system, and shall make good any settling or subsidence thereafter caused by such excavation or interference. If the Gas Company fails at any time to do any work required by this Paragraph within a reasonable period of time, the Corporation may do or cause such work to be done and the Gas Company shall, on demand, pay the Corporation's reasonably incurred costs, as certified by the Engineer/Road Superintendent.

**9. Indemnification**

The Gas Company shall, at all times, indemnify and save harmless the Corporation from and against all claims, including costs related thereto, for all damages or

injuries including death to any person or persons and for damage to any property, arising out of the Gas Company operating, constructing, and maintaining its gas system in the Municipality, or utilizing its gas system for the carriage of gas owned by others. Provided that the Gas Company shall not be required to indemnify or save harmless the Corporation from and against claims, including costs related thereto, which it may incur by reason of damages or injuries including death to any person or persons and for damage to any property, resulting from the negligence or wrongful act of the Corporation, its servants, agents or employees.

**10. Insurance**

- (a) The Gas Company shall maintain Comprehensive General Liability Insurance in sufficient amount and description as shall protect the Gas Company and the Corporation from claims for which the Gas Company is obliged to indemnify the Corporation under Paragraph 9. The insurance policy shall identify the Corporation as an additional named insured, but only with respect to the operation of the named insured (the Gas Company). The insurance policy shall not lapse or be cancelled without sixty (60) days' prior written notice to the Corporation by the Gas Company.
- (b) The issuance of an insurance policy as provided in this Paragraph shall not be construed as relieving the Gas Company of liability not covered by such insurance or in excess of the policy limits of such insurance.
- (c) Upon request by the Corporation, the Gas Company shall confirm that premiums for such insurance have been paid and that such insurance is in full force and effect.

**11. Alternative Easement**

The Corporation agrees, in the event of the proposed sale or closing of any highway or any part of a highway where there is a gas line in existence, to give the Gas Company reasonable notice of such proposed sale or closing and, if it is feasible, to provide the Gas Company with easements over that part of the highway proposed to be sold or closed sufficient to allow the Gas Company to preserve any part of the gas system in its then existing location. In the event that such easements cannot be provided, the Corporation and the Gas Company shall share the cost of relocating or altering the gas system to facilitate continuity of gas service, as provided for in Paragraph 12 of this Agreement.

**12. Pipeline Relocation**

- (a) If in the course of constructing, reconstructing, changing, altering or improving any highway or any municipal works, the Corporation deems that it is necessary to take up, remove or change the location of any part of the gas system, the Gas Company shall, upon notice to do so, remove and/or

relocate within a reasonable period of time such part of the gas system to a location approved by the Engineer/Road Superintendent.

- (b) Where any part of the gas system relocated in accordance with this Paragraph is located on a bridge, viaduct or structure, the Gas Company shall alter or relocate that part of the gas system at its sole expense.
- (c) Where any part of the gas system relocated in accordance with this Paragraph is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Corporation and the Gas Company on the basis of the total relocation costs, excluding the value of any upgrading of the gas system, and deducting any contribution paid to the Gas Company by others in respect to such relocation; and for these purposes, the total relocation costs shall be the aggregate of the following:
  - (i) the amount paid to Gas Company employees up to and including field supervisors for the hours worked on the project plus the current cost of fringe benefits for these employees,
  - (ii) the amount paid for rental equipment while in use on the project and an amount, charged at the unit rate, for Gas Company equipment while in use on the project,
  - (iii) the amount paid by the Gas Company to contractors for work related to the project,
  - (iv) the cost to the Gas Company for materials used in connection with the project, and
  - (v) a reasonable amount for project engineering and project administrative costs which shall be 22.5% of the aggregate of the amounts determined in items (i), (ii), (iii) and (iv) above.
- (d) The total relocation costs as calculated above shall be paid 35% by the Corporation and 65% by the Gas Company, except where the part of the gas system required to be moved is located in an unassumed road or in an unopened road allowance and the Corporation has not approved its location, in which case the Gas Company shall pay 100% of the relocation costs.

#### **Part IV - Procedural And Other Matters**

##### **13. Municipal By-laws of General Application**

The Agreement is subject to the provisions of all regulating statutes and all municipal by-laws of general application, except by-laws which have the effect of amending this Agreement.

##### **14. Giving Notice**

Notices may be delivered to, sent by facsimile or mailed by prepaid registered post to the Gas Company at its head office or to the authorized officers of the Corporation at its municipal offices, as the case may be.

##### **15. Disposition of Gas System**

- (a) If the Gas Company decommissions part of its gas system affixed to a bridge, viaduct or structure, the Gas Company shall, at its sole expense, remove the part of its gas system affixed to the bridge, viaduct or structure.
- (b) If the Gas Company decommissions any other part of its gas system, it shall have the right, but is not required, to remove that part of its gas system. It may exercise its right to remove the decommissioned parts of its gas system by giving notice of its intention to do so by filing a Plan as required by Paragraph 5 of this Agreement for approval by the Engineer/Road Superintendent. If the Gas Company does not remove the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in any highway, the Corporation may remove and dispose of so much of the decommissioned gas system as the Corporation may require for such purposes and neither party shall have recourse against the other for any loss, cost, expense or damage occasioned thereby. If the Gas Company has not removed the part of the gas system it has decommissioned and the Corporation requires the removal of all or any part of the decommissioned gas system for the purpose of altering or improving a highway or in order to facilitate the construction of utility or other works in a highway, the Gas Company may elect to relocate the decommissioned gas system and in that event Paragraph 12 applies to the cost of relocation.

**16. Use of Decommissioned Gas System**

- (a) The Gas Company shall provide promptly to the Corporation, to the extent such information is known:
  - (i) the names and addresses of all third parties who use decommissioned parts of the gas system for purposes other than the transmission or distribution of gas; and
  - (ii) the location of all proposed and existing decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas.
- (b) The Gas Company may allow a third party to use a decommissioned part of the gas system for purposes other than the transmission or distribution of gas and may charge a fee for that third party use, provided
  - (i) the third party has entered into a municipal access agreement with the Corporation; and
  - (ii) the Gas Company does not charge a fee for the third party's right of access to the highways.
- (c) Decommissioned parts of the gas system used for purposes other than the transmission or distribution of gas are not subject to the provisions of this Agreement. For decommissioned parts of the gas system used for purposes other than the transmission and distribution of gas, issues such as relocation costs will be governed by the relevant municipal access agreement.

**17. Franchise Handbook**

The Parties acknowledge that operating decisions sometimes require a greater level of detail than that which is appropriately included in this Agreement. The Parties agree to look for guidance on such matters to the Franchise Handbook prepared by the Association of Municipalities of Ontario and the gas utility companies, as may be amended from time to time.

**18. Other Conditions**

Notwithstanding the cost sharing arrangements described in Paragraph 12, if any part of the gas system altered or relocated in accordance with Paragraph 12 was constructed or installed prior to January 1, 1981, the Gas Company shall alter or relocate, at its sole expense, such part of the gas system at the point specified, to a location satisfactory to the Engineer/Road Superintendent.

**19. Agreement Binding Parties**

This Agreement shall extend to, benefit and bind the parties thereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties have executed this Agreement effective from the date written above.

**THE CORPORATION OF THE  
REGIONAL MUNICIPALITY OF HALTON**

Per: *[Original Signed By]*

\_\_\_\_\_  
Joyce Savoline, Chair

Per: *[Original Signed By]*

\_\_\_\_\_  
Brent Marshall  
Chief Administrative Officer

**UNION GAS LIMITED**

*[Original Signed By]*  
*(Authorized Signing Officer)*

\_\_\_\_\_  
**Christine Jackson**  
**Assistant Secretary**